

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re:

WITH LOVE HOMECARE, INC.,

Debtor.

Case No. 20-50413-mlo
Chapter 7
Judge Oxholm

WENDY TURNER LEWIS, Trustee,

Plaintiff,

Adversary Proceeding
No.

v.

ALLY FINANCIAL, INC.,

Defendant.

COMPLAINT TO AVOID FRAUDULENT TRANSFERS

Plaintiff Wendy Turner Lewis, Trustee for the Chapter 7 estate of With Love Homecare, Inc. (“Plaintiff”), by her attorneys, Bernardi, Ronayne & Glusac, P.C., states:

Jurisdiction

1. This is an adversary proceeding brought pursuant to Sections 548 and 550 of the United States Bankruptcy Code (the “Code”) and Federal Rule of Bankruptcy Procedure 7001 to avoid and recover the fraudulent transfers of money.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §157(b)(2)(H) and 28 U.S.C. §1334.

General Allegations

3. On October 7, 2020 (the “Petition Date”), With Love Homecare, Inc. (the “Debtor”) filed a voluntary petition for relief under Chapter 7 of the Code.

4. Plaintiff is the duly appointed Chapter 7 Trustee of the Debtor’s bankruptcy estate.

5. Defendant Ally Financial, Inc., is a corporation, whose Chief Executive Officer is Jeffrey J. Brown (the “Defendant”).

6. Within two years prior to the Petition Date, the Debtor electronically transferred \$3,927.78 from its bank account at Citizens Bank, to Defendant as follows (the “Transfers”):

<u>Date</u>	<u>Amount</u>
9/11/2019	\$357.00
10/15/2019	\$357.00
11/12/2019	\$357.00
12/13/2019	\$357.00
1/15/2020	\$357.00
2/26/2020	\$357.00
3/12/2020	\$357.00
7/21/2020	\$357.78
8/7/2020	<u>\$1,071.00</u>
	\$3,927.78

Each of the Transfers list no. 67392396162902i on the Debtor’s bank statements.

7. Defendant was not a creditor of the Debtor at the time of the Transfers.

8. Upon information and belief, the Debtor was insolvent at the time the Transfers were made, or became insolvent as a result of the Transfers. Based upon the values of the Debtor’s assets in its bankruptcy Schedules, less all of the debt

listed in its bankruptcy Schedules, as amended, which, upon information and belief, were substantially the same at the time of the Transfers, the Debtor's liabilities exceeded its assets by \$1,707,913.00, as summarized below:

ASSETS

<u>Description</u>	<u>Value</u>
Real Estate	\$0.00
Personal Property	<u>\$4,050.00</u>
<i>Total Assets:</i>	\$4,050.00

LIABILITIES

<u>Description</u>	<u>Amount</u>
Secured Claims	\$0.00
Priority Unsecured Claims	\$0.00
General Unsecured Claims	<u>\$1,711,963.00</u>
<i>Total Liabilities:</i>	\$1,711,963.00

Deficiency: (\$1,707,913.00)

9. The Transfers constitute transfers as defined in Code § 101(54).

COUNT I

AVOIDANCE OF FRAUDULENT TRANSFER

11. Plaintiff re-alleges each of the preceding paragraphs.
12. The Transfers to Defendant are avoidable by Plaintiff pursuant to Code §548(a)(2) for the following reasons:
- a. The Debtor:
- * * *
- (2)(A) received less than a reasonably equivalent value in

exchange for the Transfers; and

- (B) (i) was insolvent on the date that the Transfers were made, or became insolvent as a result of the Transfers;
- (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the Debtor was an unreasonably small capital; or
- (iii) intended to incur, or believed that the Debtor would incur debts that would be beyond the Debtor's ability to pay as such debts matured.

13. Pursuant to Code §550(a), Plaintiff is entitled to recover the Transfers from Defendant for the benefit of the Debtor's estate.

THEREFORE, Plaintiff requests that this Court enter a Judgment in her favor and against Defendant avoiding the Transfers, plus interest, costs, and attorneys' fees; and granting such other and further relief as may be appropriate and just.

BERNARDI, RONAYNE & GLUSAC, P.C.

Dated: January 26, 2021

/s/Rodney M. Glusac
Attorney for Plaintiff
1058 Maple Street
Suite 100
Plymouth, MI 48170
(734) 416-1780
rodg@brgpc.com
(P43756)